

05-07-04

Express Mail No. EV335859787US

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of:	GREEN et al.	Confirmation No.:	4537
Serial No.:	10/714,949	Art Unit:	3732
Filed:	November 18, 2003	Examiner:	To be assigned
For:	BONE ALIGNMENT LEVER	Attorney Docket No.:	8932-631-999
		(CAM No.:	708716-999609)

**TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

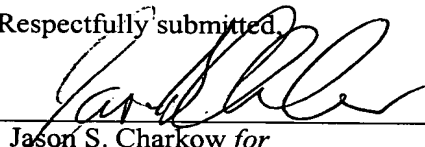
Submitted herewith is a Revocation And Power Of Attorney executed by Jessie B. Hill, Director, Legal Affairs, of Synthes (U.S.A.), assignee of the above-identified patent application. A copy of the assignment, which was submitted for recordation in the United States Patent and Trademark Office on November 18, 2003, is enclosed herewith.

It is requested that this document be made of record in the file of the present application. Please direct all correspondence and telephone calls in connection with the present application to Jones Day at the address indicated below.

No fee is believed to be due for this submission. Should any fee be required, please charge such fee to Jones Day Deposit Account No. 503013.

Respectfully submitted,

Date: May 5, 2004

  
Jason S. Charkow for  
Brian M. Rothery  
JONES DAY  
222 East 41st Street  
New York, New York 10017  
(212) 326-3939

46,418  
(Reg. No.)  
35,340

Enclosure



Express Mail No.: EV335859787US

POWER OF ATTORNEY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Green, et al.

Confirmation No.: 4537

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**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Synthes (U.S.A.) (applicant or assignee) hereby revokes any and all previous powers and appoints:

☒ Practitioners at Customer Number 20583

as his/her/its/their attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence address for the above-identified application to:

☒ The above mentioned Customer Number.

☒ Firm or Individual Name:

Address: Jones Day, 222 East 41st Street, New York, New York 10017

Telephone: (212) 790-9090

Synthes (U.S.A.) is the:

- ☐ Applicant/Inventor  
☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
(Statement under 37 CFR 3.73(b) is applicable)

**SIGNATURE of Applicant or Assignee of Record**

Date: 16 April 2004

Signature: Jessie B. Hill

Typed Name: Jessie B. Hill

Position/Title: Director, Legal Affairs

Statement Under 37 C.F.R. 3.73(b)

Synthes (U.S.A.) states that it is:

- ☒ the assignee of the entire right, title, and interest; or  
☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is %

in the patent application/patent identified above by virtue of either:

- ☒ An assignment from the inventor(s) of the patent application/patent identified above.  
A copy of the Assignment is attached.

OR

- ☐ A chain of title from the inventor(s), of the patent application/patent identified above,  
to the current assignee as shown below:

1. From: To:  
The document was recorded in the United States Patent and Trademark Office on  
at Reel , Frame , or for which a copy thereof is attached.

2. From: To:  
The document was recorded in the United States Patent and Trademark Office on  
at Reel , Frame , or for which a copy thereof is attached.

3. From: To:  
The document was recorded in the United States Patent and Trademark Office on  
at Reel , Frame , or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.  
☐ Copies of assignments or other documents in the chain of title are attached.  
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

ASSIGNEE: Synthes (U.S.A.)

Date: 16 April 2004 Signature: Jessie B. Hill  
Typed Name: Jessie B. Hill  
Position/Title: Director, Legal Affairs

Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required.

- ☒ Total of 2 forms are submitted.



RECORDATION FORM COVER SHEET  
PATENTS ONLY

Attorney Dkt. No. 8932-631-999

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

James M. Green and Stanley J. Kmiec, Jr.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: November 10, 2003 and November 5, 2003

2. Name and address of receiving party(ies):

Name: Synthes (USA) and Synthes AG Chur

Address: 1690 Russell Road, Paoli, PA 19301 and  
Grabenstrasse 15, CH-7002 Chur, Switzerland

Country (if other than USA):

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: November 10, 2003 and November 5, 2003

A. Patent Application No.(s) Not Yet Assigned

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

PENNIE & EDMONDS LLP  
1667 K Street, N.W.  
Washington, D.C. 20006

6. Number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00  
Please charge to the deposit account listed in Section 8.

8. Deposit account number:

16-1150

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Brian M. Rothery

By: Steven J. Schwarz

Name of Person Signing

35,340

47,070

Reg. No.

Signature

Steven J. Schwarz

Date

11/18/2003

Total number of pages including cover sheet:

4

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

## ASSIGNMENT

WHEREAS, WE, **James M. GREEN** and **Stanley J. KMIEC, JR.**, ASSIGNORS, citizens of U.S.A., residing at **6720 S.W. Canyon Drive, Portland, OR 97225** and **13 Franklin Way, Morgantown, PA 19543**, respectively, are the inventors of the invention in **BONE ALIGNMENT LEVER** for which we have executed an application for a Patent of the United States on even date herewith, identified by Pennie & Edmonds LLP Docket No. **8932-631-999**.

AND WHEREAS, **SYNTHES AG CHUR**, ASSIGNEE, having a registered office and place of business at Grabenstrasse 15, CH-7002 Chur, Switzerland, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in all geographic locations except the United States and its possessions and territories, Canada and its possessions and territories, the Bahamas, and Bermuda, (hereinafter "the excluded geographic locations");

AND WHEREAS, **SYNTHES (USA)**, ASSIGNEE, a General Partnership existing under the laws of the Commonwealth of Pennsylvania and having a place of business at 1690 Russell Road, Paoli, PA 19301, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application in the excluded geographic locations:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over:

(1) unto the said **SYNTHES (USA)**, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention in the excluded geographic locations, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection in the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country in the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country in the excluded geographic locations and all extensions, renewals and reissues thereof; and

(2) unto the said **SYNTHES AG CHUR**, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention in all geographic locations except the excluded geographic locations; and all applications for industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States in all geographic locations except the excluded geographic locations, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection in all geographic locations except the excluded geographic locations, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as

aforesaid, to issue the same to the respective ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date Nov 10, 2003 James M. Green L.S.  
James M. GREEN

State of Oregon )  
County of Washington ) SS.:

In the State of Oregon, county of Washington, on 11/10/03, before me, Mashell Smith, Notary Public, personally appeared James M. GREEN, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Date \_\_\_\_\_, 2003 \_\_\_\_\_ L.S.  
Stanley J. KMIEC, JR.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

In the State of \_\_\_\_\_, county of \_\_\_\_\_, on \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Stanley J. KMIEC, JR., personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

aforesaid, to issue the same to the respective ASSIGNEES, their successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEES, their successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEES, their successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date \_\_\_\_\_, 2003 \_\_\_\_\_ L.S.  
James M. GREEN

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.:

In the State of \_\_\_\_\_, county of \_\_\_\_\_, on \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared James M. GREEN, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Date 05 NOV, 2003 Stanley J. Kmiec, Jr. L.S.  
Stanley J. KMIEC, JR.

State of Pennsylvania )  
County of Chester ) SS.:

In the State of Pennsylvania, county of Chester, on 11/5/03, before me, N. Jenkinson, Notary Public, personally appeared Stanley J. KMIEC, JR., personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

